

**VOLUNTARY CLEANUP CONTRACT
11-6027-NRP**

**IN THE MATTER OF
A PORTION OF THE COOPER RIVER BRIDGE
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SITE,
CHARLESTON COUNTY
and
THE CITY OF CHARLESTON**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and City of Charleston with respect to a portion of the Property located at Meeting Street and Lee Street, Charleston, South Carolina. The Property includes approximately 6.042 acres, which is a conglomerate of parcels, portions of streets, and street right-of-ways that have not been assigned a Tax Map Serial Number by Charleston County. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 30, 2011, and any amendments thereto, by Hagood and Kerr, P.A. on behalf of the City of Charleston, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as

amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "City" means City of Charleston, South Carolina.
- B. "Beneficiaries" means City's Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination including contaminants, pollutants, hazardous substances, or petroleum or petroleum products present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of City.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Various residential owners	Prior to 1929
South Carolina Department of Transportation and various operators on the right-of-way	Prior to 1966 - Current

- B. Property and Surrounding Areas: The Property totals 6.042-acres consisting of six parcels plus associated road right-of-ways identified on a November 22, 2010 Forsberg Engineering and Surveying Inc. (Forsberg) plat. The Property is identified as SC DOT Parcel A (1.424 acres), Parcel B (1.224 acres), Parcel C (0.906 acres), Parcel D (0.621 acres), Parcel E (0.794 acres), Parcel F (1.077

acres), Parcel H (0.125 acres), Parcel J (0.036 acres), and portions of roadways including: Lee, Cooper, Nassau, Hanover, Aiken, America and Grace Bridge Streets, which have not been assigned a Tax Map Serial Number. The Property is bounded to the north by Lee Street; to the east by former Drake Street; to the south by Cooper Street; and generally to the west by Meeting Street. Portions of the Property are accessible from each of these streets.

The Property sits at the foot of the former Grace Memorial Bridge, which was completed in 1929. Dwellings, dry cleaners, auto repair shops and retail petroleum facilities were located on the Property. When the Silas Pearman Bridge (a second bridge) was completed in 1966, the service facilities closed over time. The Property became mainly residential. The two Bridges were removed between 2005 and 2006. Today the Property is vacant fields with no structures other than residential remains west of Nassau Street on Parcel A.

C. Investigations / Reports: The following documents have been submitted to support City's Application for entrance into a voluntary cleanup contract:

- 1). *Limited Phase II Environmental site Assessment Proposed Shaft Sites Cooper River Wastewater Tunnel Replacement*, dated March 2005, prepared by Hussey Gay Bell & DeYoung Environmental, Inc. This investigation included the assessment of the Lee Street Shaft located directly east of the Property beyond Drake Street and the Lee Street Open Cut located in the southwest corner of Parcel E of the Property. Certain metals and semi volatile organic compounds (SVOCs) were detected in the subsurface sample at the Shaft location; a groundwater sample was not collected. At the Open Cut, lead and mercury and two pesticide constituents (alpha BHC and beta-BHC) were detected in subsurface soil.
- 2). *Limited Environmental Assessment Report Former Cooper River Bridges Right-of-Way (LEA)*, dated November 29, 2010, prepared by S&ME, Inc. This LEA includes a report entitled Results of Limited Geophysical Site Assessment, which was conducted on the Property in February 2009.

According to the LEA, a composite surface soil sample was collected from Parcels A through F and a duplicate composite was collected on Parcel C. The composite surface soil samples were analyzed for polynuclear aromatic hydrocarbons (PAHs) and the eight (8) Resource Conservation and Recovery Act (RCRA) metals. The composite surface soil sample from Parcel E was further analyzed for the EPA Target Analyte List (TAL) metals, the EPA Target Compound List (TCL) semivolatile organic compounds (SVOCs), pesticides and polychlorinated biphenyls (PCBs).

Eleven subsurface soil borings were installed on the Property at locations of interest based on previous data and the limited geophysical site assessment anomalies. Debris and/or trash, staining, petroleum and creosote odors were observed. The subsurface samples were screened using a flame ionization detector (FID) and the sample from Parcel C exhibited the highest screening results. Six subsurface samples were laboratory analyzed for petroleum related constituents to include: 8 RCRA metals, PAHs, benzene, toluene, ethylbenzene, and xylene (BTEX), methyl tert butyl ether (MtBE) and naphthalene. The subsurface sample from the soil boring SB-1 location was further analyzed for TAL metals, TCL volatile organic compounds (VOCs) and SVOCs, pesticides and PCBs.

Six (6) temporary monitoring wells were installed on the Property. Six groundwater samples were collected from shallow depths and a deeper sample was collected on Parcel A. The groundwater sample from TW-2 was analyzed for total and dissolved TAL metals, TCL VOCs, SVOCs, pesticides and PCBs. The remaining five (5) shallow groundwater samples were analyzed for total and dissolved 8 RCRA metals, BTEX, MTBE, and PAHs. The deeper groundwater sample from Parcel A was analyzed for total and dissolved 8 RCRA metals, TCL VOCs and PAHs.

In surface soil, certain PAHs were detected at concentrations greater than their Residential Screening Level (RSL) and lead, arsenic and vanadium were also detected above their respective RSL. While the laboratory's detection limit for SVOCs, in general, and for pesticides and PCBs was elevated above the respective Soil Screening Level (SSL) for migration to groundwater (tapwater value), none of these parameters were detected at concentrations above their RSL. PAHs were detected in subsurface soil at concentrations greater than their respective SSL – tapwater value and benzo(a)pyrene was detected at concentrations greater than the SSL – maximum contaminant level (MCL). Arsenic, lead, mercury and vanadium were detected in groundwater at concentrations greater than their respective MCL/Action Level (MCL/AL). Benzene and naphthalene were detected in groundwater at concentrations above their respective MCLs. The laboratory's detection limit for PAHs, certain VOCs, SVOCs, pesticides and PCBs was, in general, above the MCL/tapwater values.

- 3). *Phase I Environmental Site Assessment Report*, dated February 23, 2011, prepared by S&ME, Inc. This Phase I was conducted for Parcels A through F, Parcels H and J, the cross streets America, Aiken, Hanover, and Nassua between Lee and Cooper Streets, the Grace Bridge Street and street rights-of-way along Lee and Cooper Streets adjacent to the Parcels. This Phase I identified the same “recognized environmental condition(s)” that were investigated earlier, namely: onsite/offsite retail petroleum stations, a drycleaner and several automobile repair facilities at various locations.

D. Applicant Identification: City is an incorporated Municipal Government in the State of South Carolina with its principal place of business located at 50 Broad Street in Charleston, South Carolina. City affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: City will take title to the Property and intends to convey the Property to private developers for mixed use, including low-income

housing. The mixed use redevelopment will be consistent with the historical use of the surrounding area.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. City certifies that it is a Non-Responsible Party at the Site; it is not a parent, successor, or subsidiary of a Responsible Party at the Site and City certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property. City has had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site. City certifies that its activities will not aggravate or contribute to Existing Contamination on the Property or pose significant human health or environmental risk.

RESPONSE ACTION

4. City agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by City, or its designee, within thirty days after the date of execution of this Contract, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by City, or its designee in accordance with the schedule provided in the initial Work Plan. City acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. City agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, City may seek an amendment of this Contract to clarify its further responsibilities. City shall perform all actions required by this Contract, and any related actions of City's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with South Carolina statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). City shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or remedial activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include: 1) the full EPA-TAL (Target Analyte List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL excluding Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics; 5) VOCs (EPA-TCL Volatile Organic Compounds); 6) Pesticides (the EPA-TCL Pesticides); or 7) PAHs (Polynuclear Aromatic Hydrocarbons).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" (RSL Document) in effect at the time of sampling. The applicable

Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of City's consulting firm(s), analytical laboratories, and City's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). City shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify City in writing of approvals or deficiencies in the Work Plan.
- 8). City, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). City shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). City shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). City shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. City shall notify the Department of the location of any such items, and provide the Department

with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics:

- 1). A Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). City shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Construction and demolition debris;
 - b). Scrap metal, piping and valves;
 - c). Railroad spurs, crossties (typically creosote treated), rails, rock and cinder (possibly coal) ballast materials.
- 2). City shall also characterize any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 3). Upon discovery of any Segregated Source that has not yet released all

contents to the environment, City shall expeditiously stabilize or remove the Segregated Source from the Property

- 4). City shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. City shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). City shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). City shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to City, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). City shall grid the Property to allow for the collection of unbiased samples from locations on each one-half (1/2) acre of the Property to include Parcels H and J. City should extend the grid to include the cross streets and the streets' right-of-ways along Lee and Cooper Street. City should propose sampling locations that will augment the locations previously sampled. City may satisfy some portion of this sampling requirement with locations previously sampled. City may consider composite samples. Focus should be on assessing surface soil on all Parcels and subsurface soil on Parcels B, C, D, and F. City shall collect surface soil samples (0-1 foot below ground surface) and subsurface soil samples (2 foot minimum depth).
- 2). Unless otherwise specified, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for

TAL-Metals, VOCs and SVOCs. Based on data provided in the LEA Report, a minimum of one (1) surface and one (1) subsurface sample in the vicinity of the former gasoline station on Parcel C shall be analyzed for the full EPA-TAL and EPA-TCL.

- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). City shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells to be installed on Parcels B, D, and F.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs, and SVOCs. In addition, one sample from a well located in a probable impacted area shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). City shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.
- 2). City's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a minimum number of soil gas samples

from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.

- 3). The Department may allow City to implement Vapor Intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). City shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10^{-6} risk calculated for residential exposure. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Prior to conducting the assessment, City shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). City shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). City may conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk

Assessment Guidance for Superfund. Prior to conducting the risk assessment, City shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

3). If levels of Contamination on the Property are determined to be unacceptable for the intended use of the Property, City shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:

a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.

i. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

ii. Upon completion of any corrective measures, City shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

1). City shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.

2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.

- 3). City shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. City shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). City agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by City.

PUBLIC PARTICIPATION

6. City and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by City.
 - B. City shall erect signs at major entrances onto the Property or other locations routinely accessible by the public. The signs shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by City under Voluntary Cleanup Contract 11-6027-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information,

including telephone number and address, for a representative of City. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). City shall submit photographs of the signs and a Property drawing showing the locations of the signs. The photographs shall be submitted to the Department within 10 days of erecting the signs.
- 4). City agrees to revise the signs if the Department determines the signs are inaccurate, not legible, or otherwise ineffectively placed.
- 5). City shall maintain the signs in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The signs may be removed to accommodate building or grading activities; however, City shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. City shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of workplan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. City shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. City shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. City shall enter and record a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination in excess of allowable concentrations for unrestricted use [residential soil screening levels as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites or Contamination in groundwater at concentrations greater than the EPA maximum contaminant level or action level (MCL/AL)] remains at the Property after completing the response actions pursuant to this Contract. The recorded Declaration shall be incorporated into this contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to City. An authorized representative of City shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. City shall file the executed Declaration with the Registrar of Deeds or Mesne Conveyance for Charleston County where the Property is located.

- C. City shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, City may create a new parcel that will be subject to the Declaration.
- E. The Declaration shall be recorded on the master deed of any planned development for the Property and noted, or referenced hereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for City that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). City shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). City shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration. The procedure shall be reviewed and approved by the Department before it is implemented.
 - 3). At such time as the City transfers ownership of the Property or any portion of the Property to another entity, that entity shall be responsible for creating a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration with respect to the transferred parcel. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of

access to the Property after City acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight. [chp1]

- H. City, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7)

days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to City shall be submitted to City's designated contact person who as of the effective date of this Contract shall be:

Colleen Carducci, Real Estate Manager
City of Charleston
P. O. Box 304
Charleston, South Carolina 29402

FINANCIAL REIMBURSEMENT

11. City shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C .Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to City on a quarterly basis. In recognition of City's non-profit status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to City; however, said billing shall not include any costs incurred by the Department prior to City's receipt of the notice. All costs are payable within thirty (30) days of

the Department's invoice submitted to:

Colleen Carducci, Real Estate Manager

City of Charleston

P. O. Box 304

Charleston, South Carolina 29402

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 19 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 19 herein.

ACCESS TO THE PROPERTY

- 12. City agrees the Department has an irrevocable right of access to the Property for environmental response matters after City acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued on the Property to City under this Contract as follows:
 - A. City shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on

the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that City has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760 (as amended).

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been filed, but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that City shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if City does not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. City shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. City shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The obligations and protections of this Contract apply to and inure to the benefit of the Department, City, and its Beneficiaries. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. City shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. City and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, City shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non Responsible Party Application for Voluntary Cleanup Contract certifying that the new person or entity:
 - 1) Is eligible to be a Bona Fide Prospective Purchaser for the Property;
 - 2) Has sufficient resources to complete the activities of this Contract;
 - 3) Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4) Will assume the protections and all obligations of this Contract and,
 - 5) Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If any portion of the Property is sold prior to the effective date and filing of a Declaration, the deed conveying that portion of the Property shall include a statement that the Property is the subject of a Voluntary Cleanup Contract

entered into by City and the Department, VCC 11-6027-NRP, dated _____ and is subject to the terms and conditions of the VCC and any applicable covenants and restrictions that may be attached thereto and made a part of the VCC.

E. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, City shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is recorded on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

F. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. City and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination shall provide City an opportunity to correct the cause(s) for

termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms of this Contract;
- 2). Change in City's business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of City to implement appropriate response actions for additional Contamination or releases caused by City; or
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by City to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this contract; or,
- 7). Failure by City to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of City's marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should City elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by City has been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of City to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party who did not participate in the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. City is entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from CERCLA contribution claims.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue City for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by City.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by City. The Department retains all rights under State and Federal laws to compel City to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by City.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than City. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than City, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY CITY

19. City retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. City and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, City and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. City shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by City. City shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY CITY

21. In consideration of the protections from the Department under this Contract, City agrees not to assert any claims or causes of action against the Department or to

seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: _____ DATE: _____
Daphne G. Neel, Chief
Bureau of Land and Waste
Management

Reviewed by Office of General Counsel

CITY OF CHARLESTON, SOUTH CAROLINA

BY: Stephen A. Bedard DATE: 7/25/11

Stephen A. Bedard, CFO
City of Charleston ~~Legal Department~~ SA Bedard

APPENDIX A

March 30, 2011

Via Email and Hand Delivery

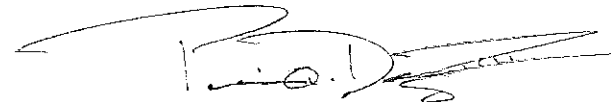
Mr. Robert Hodges
South Carolina DHEC
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201-1708

Re: Non Responsible Party Voluntary Cleanup Contract
Property comprising a portion of the former
Cooper River Bridge DOT Right of Way in
Charleston County, Charleston, South Carolina
The "Property"

Dear Mr. Hodges:

Enclosed please find a Non Responsible Party Application for Voluntary Cleanup Contract for the above referenced Property, including the following: (1) a Phase I Environmental Site Assessment dated February 23, 2011, (2) a Limited Environmental Assessment Report dated November 29, 2010, and (3) portions of a Limited Phase II Environmental Assessment Report dated March, 2005 that are relevant to the Property. Once you have had a chance to review this material, please call me to discuss. Thank you for your attention to this matter, and I look forward to continuing working with you on this VCC. With kind regards,

Sincerely,



Perrin Q. Dargan, III

Encl.

Cc (via regular mail, w/out encl.):
Colleen Carducci



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name City of Charleston, South Carolina

4. Contract Signatures for this Applicant

a. Authorized Signatory

Stephen A. Bedard	CFO	bedards@charleston-sc.gov
Name	Title	Email
City of Charleston Legal Department, 50 Broad St.	(843) 579-7529	
Address	Phone1	Phone2
116 Meeting Street, Charleston	SC	29401
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Colleen Carducci	Real Estate Manager	(843) 724 - 7154	CARDUCCIC@charleston	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

50 Broad Street

Street address	SC	Suite Number
Charleston		29401
City	State	Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title		
Street Number or PO Box	Phone1	Phone 2	
City	State	Zip	Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☐ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

Property generally bounded by Lee Street to the north, former Drake Street to the east, Cooper Street to the south, and Meeting Street to the west, as described in attached property description

a. Physical Address

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Charleston (town/city)
10. List any Companies or Site names by which the Property is known

Former Cooper River Bridge SC DOT Right of Way
11. Total Size of Property Covered by this Contract App. 6.042 Acres
12. How many parcels comprise the Property? Six
13. Current Zoning (general description)

Parcel A is zoned GB. Parcels B, C, D, E, and F are zoned DR2F
14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No
- b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel#

Parcel A

b. Acreage

1.424 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel B

b. Acreage

1.224 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel C

b. Acreage

0.906 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel D

b. Acreage

0.621 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel E

b. Acreage

0.794 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel F

b. Acreage

1.077 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed) Continued

a. Tax Map Parcel#

Parcel H

b. Acreage

0.125 Acres

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Street Rights of Way

b. Acreage

c. Current Owner

SC Dept Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

Parcel J

b. Acreage

0.036 acres

c. Current Owner

SC Dept of Transportation

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☒ Yes ☐ No

h. Buildings on the parcel?

☒ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☒ Not operating since 1968

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

b. Acreage

c. Current Owner

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☐ Yes ☐ No

h. Buildings on the parcel?

☐ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☐ Not operating since

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

b. Acreage

c. Current Owner

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☐ Yes ☐ No

h. Buildings on the parcel?

☐ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☐ Not operating since

(approx date)

☐ In operation: nature of the business

a. Tax Map Parcel#

b. Acreage

c. Current Owner

d. Owner Mailing Address

e. Contact Person for Access

f. Access Person's Phone #

g. Is Parcel CurrentlyVacant?

☐ Yes ☐ No

h. Buildings on the parcel?

☐ None

(check all that apply)

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations

☐ Never Operated on the parcel

☐ Not operating since

(approx date)

☐ In operation: nature of the business

III. Property Redevelopment

16. Describe the intended re-use of the property: .
(attach additional sheets if necessary)

The City of Charleston intends to take title to the property from SC DOT. The City intends eventually to convey it to private developers to re-develop the property for mixed use, including low income housing, in a manner consistent with the historical use of the surrounding area. The City intends to take such measures as are necessary to ensure that the property is re-developed in this way.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number To be determined
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ To be determined

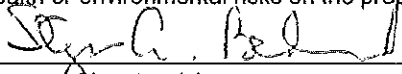
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

To be determined.

21. Anticipated date of closing or acquiring title to the property December / 31 / 2010

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



(Signature(s))

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

S&ME, Inc.				
Company				
620 Wando Park Boulevard	Mount Pleasant	SC	29464	
Address	City	State	Zip	
Charles W. Black, Jr.	S.C. Reg. PE 17955	843-884-0005	cblack@smeinc.com	
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Andrew Wertz	S.C. Reg. PE 22389	843-884-0005	AWertz@smeinc.com	
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)
Hagood & Kerr
Firm
Ben A. Hagood, Jr., Perrin Q. Dargan, III843-972-1000
AttorneyPhone1Phone 2
654 Coleman Boulevard, Suite 100Mount PleasantSC29464bhagood@hagoodkerr.com
Street Number or PO BoxCityStateZipemail
pdargan@hagoodkerr.com

25. Applicant's Billing Address☒ Same as Contact person in #6 above Go to question #26

Financial ContactTitle
CompanyPhone
Address
CityStateZip

26. Financial Viability
By signature(s) below, the applicant agrees to:
1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)
The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:
☒ New report completed in the past six months by S&ME, Inc.
(Name of Environmental Firm)
☐ Older report updated in the past six months by
(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)
☐ The Applicant is not aware of any environmental testing on the property
☐ The Applicant believes the Department already has all environmental data in its files on:
☒ The Following reports are attached: (Site Name)

Report Date	Report Name	Environmental Firm
Report Pending	Limited Phase II Assessment	S&ME, Inc.
March 2005	Limited Phase II Assessment	HGBD, Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)
☐ Enclosed with this Application as an Attachment
☐ Will be submitted along with (or before) the signed contract

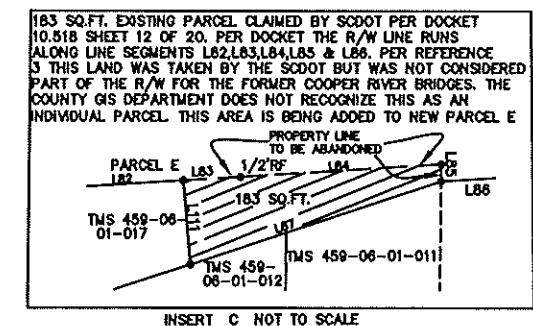
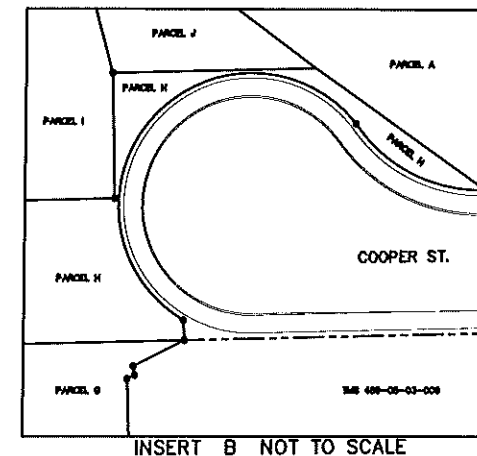
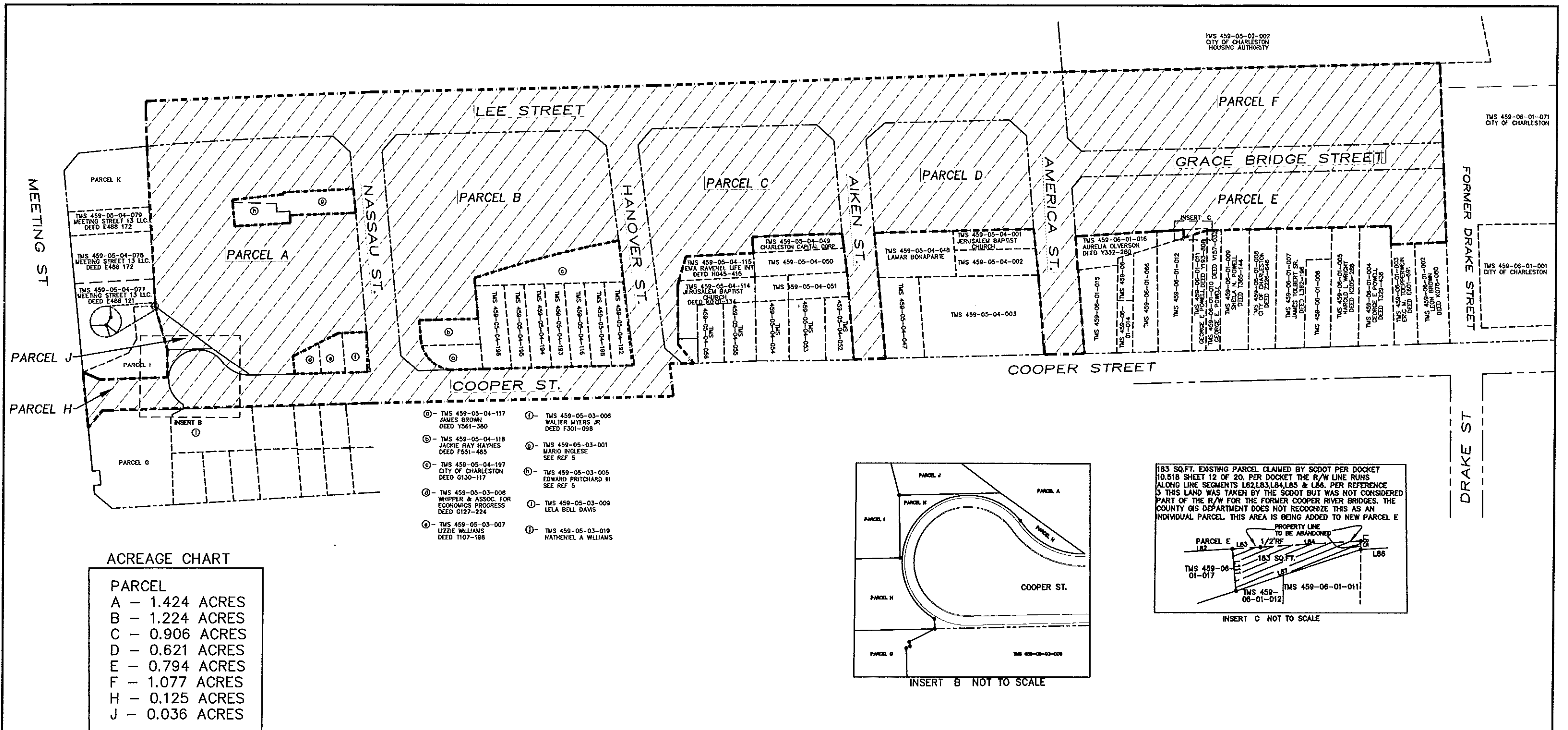
31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)


This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

DHEC 2956 (08/2009)



Note: This site plan was provided by Forsberg Engineering and Surveying, Inc. and adapted by S&ME, Inc.



S&ME

ENGINEERING • TESTING • ENVIRONMENTAL SERVICES

SUBJECT PROPERTY BOUNDARY

SCDHEC VCC NO. 11-3027-NRP

FORMER COOPER RIVER BRIDGE RIGHT-OF-WAY PROPERTY

CHARLESTON, SOUTH CAROLINA

SCALE: 1"=120'	DRAWN BY: LAJ	APPROVED BY: ACW
PROJECT NO. 1134-08-605	DATE: 7-29-11	FIGURE NO. 1